

RECORDING REQUESTED BY
SAN LUIS OBISPO COUNTY

WHEN RECORDED, RETURN TO:

Director of Planning and Building
County Government Center
San Luis Obispo, California 93408
ATTN: Development Review

APN(S): 004-601-014 and 004-601-073
PROJECT NO: SLO City Permit



GRANT OF AVIGATION EASEMENT

No Fee Document

(Public Entity Grantee, Government Code Section 27383)

For a valuable consideration, receipt of which is hereby acknowledged, Quaglino Properties, LLC, a California Limited Liability Company (as to Parcel 1), and Quaglino Properties, LLC, a California Limited Liability Company who acquired title as Covey 3, a California General Partnership (as to Parcel 2), hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County", for the use and benefit of the public, a perpetual and assignable easement and right-of-way, and certain rights appurtenant to said easement as hereinafter set forth, in, on and over the following described real property situated in the County of San Luis Obispo, State of California, in which Grantor(s) hold(s) a fee simple estate, lying above, in whole or in part, the horizontal limits of the civil airport imaginary surfaces described in Federal Aviation Regulations, Part 77.25 (14 CFR 77.25), as applicable to the *San Luis Obispo County Regional Airport*, situated in the County of San Luis Obispo, State of California, hereinafter referred to as "Airport", which parcel of real property is described as follows:

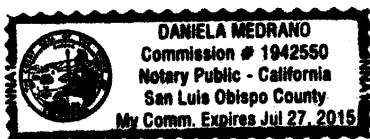
As shown in Exhibit A, attached hereto and incorporated herein as though set forth in full.

Said parcel of real property described above is delineated on the map attached hereto as *Exhibit B* and incorporated by reference herein as though set forth in full.

(Continued following page)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN LUIS OBISPO)

(SEAL)



On this 2nd day of January, in the year 2014, before me, Daniela Medrano, Notary Public, personally appeared Matthew Quaglino, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Daniela Medrano, Notary Public

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IT IS AGREED by Grantor(s) that he/they shall not hereafter erect, enlarge or grow, or permit the erection, enlargement or growth of, or permit or suffer to remain, any building, structure, or other object, or any tree, bush, shrub or other vegetation, within or into the airspace above said Imaginary Surfaces overlying said real property.

IT IS FURTHER AGREED by Grantor(s) that the easement and rights hereby granted to County are for the purpose of ensuring that occupants of the real property burdened by this easement are aware that the quiet enjoyment of this real property may be interrupted by noise generated by over-flying aircraft and by aircraft operations at the Airport, and for the additional purpose of ensuring that said Imaginary Surfaces shall remain free and clear of any building, structure or other object, and of any tree, bush shrub or other vegetation, which is or would constitute an obstruction or hazard to the flight of aircraft landing at and/or taking off from said Airport. These rights shall include, but not be limited to, the following:

1. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to cut off, trim, and/or prune those portions of any tree, bush, shrub and/or other vegetation extending, projecting or infringing into or upon the airspace above said Imaginary Surfaces.
2. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to remove, raze or destroy those portions of any building, structure or other object, infringing, extending or projecting into or upon said Imaginary Surfaces.
3. The right of County, at Grantor(s)' sole cost and expense, to mark and light, as obstructions to air navigation, any building, structure or other object, any tree, bush, shrub or other vegetation, that may at any time infringe, project or extend into or upon said Imaginary Surfaces.
4. The right of County for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. County shall exercise said right of ingress and egress only after County gives Grantor(s) twenty-four (24) hours notice of County's intent to enter Grantor(s)' property. County shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if County has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport manager, an obstruction or hazard exists within or upon said Imaginary Surfaces overlying said real property, which creates an immediate danger to the flight of aircraft landing at and/or taking off from the Airport such that immediate action is necessary, County may exercise its right of ingress and egress for the above purposes without notice to Grantor(s).
5. The right of flight for the unobstructed passages of aircraft, for the use and benefit of the public, in the airspace above said Imaginary Surfaces, together with the right to cause in or about said airspace such noise, light, electromagnetic emissions, vibrations, fumes, dust, fuel particles, and all other effects as may be inherent in the navigation or flight of aircraft now or hereafter used or known, using said airspace for landing at, taking off from, or operating from, to, at, on, or over said Airport. Note: Noise from over flying aircraft and from aircraft operations on the airport may be considered significant to persons residing and/or working on this real property.
6. The continuing and perpetual right of the County to allow aircraft flight and ground operations at said Airport at all times.

IT IS FURTHER AGREED by Grantor(s) that he/they fully realize that any negative effects of aircraft operations at County Airports, as they pertain to this real property, are not expected to diminish from the level at the time of granting this easement.

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The easement granted herein and all rights appertaining thereto are granted unto the County, its successors and assigns, until said Airport shall be abandoned and ceased to be used for airport purposes.

If any item, covenant, condition or provision of this easement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall no way be affected, impaired or invalidated thereby.

IT IS UNDERSTOOD AND AGREED by Grantor(s) that this easement and the covenants and restrictions contained herein shall run with the land described above and shall be binding upon the heirs, successors and assigns of Grantor(s). For purposes of this instrument, the above described real property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: 1/2/14

GRANTORS:

Quaglino Properties, LLC, a California Limited Liability Company

By: [Signature]

Its: Member Manager

By: [Signature]

Its: Member Manager

see attached for notarization

ACKNOWLEDGMENT

State of California
County of San Luis Obispo

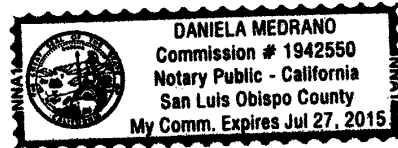
On 1/16/14 before me, Daniela Medrano, Notary Public
(insert name and title of the officer)

personally appeared Stephen Quaglino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Daniela Medrano* (Seal)



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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: APN: 004-601-014

That portion of Lot 87 of the San Luis Obispo Suburban Tract, in the County of San Luis Obispo, State of California, according to the Map recorded February 7, 1906 in Book 1, Page 92 of Record of Surveys, and that portion of Lot 24 of Yoakum Poultry Units according to Map recorded March 11, 1927 in Book 3, Page 89 of Maps, in the office of the County recorder of said County, described as a whole as follows:

Beginning at the most Northerly corner of said Lot 87; thence South 32° 30' East, 456 feet to the true point of beginning, said point being the Most Northerly corner of the property described in the Deed to J.C. Hensley, et ux, by deed recorded September 17, 1946 as Document No. 11320 in Book 426, Page 44 of Official Records; thence North 32° 30' West, 80 feet to a point; thence South 57° 31' West to the Southerly line of the property described in the Deed to Elizabeth Laux, dated May 31, 1945, and recorded in Book 386, Page 446 of Official Records; thence following said Southerly line in a Southeasterly direction to the most Westerly corner of the Hensley property hereinbefore mentioned; thence along the Northwesternly line of the said Hensley property North 57° 31' East to the true point of beginning.

Excepting therefrom that portion of said land described in the deed to the State of California dated March 25, 1974 as Document No. 11927 in Book 1777, Page 706 of Official Records.

PARCEL 2: APN: 004-601-073

Beginning at a found 1" iron pipe with a State of California Department of Transportation cap at the intersection of State Highway 227 and Rockview Place; thence along the Northeastery right of way line of said Rockview Place, South 65° 05' 45" West, 33.71 feet; thence North 88° 15' 52" West, 91.33 feet; thence along a curve concave to the right, with a radius of 480.00 feet, through an angle of 11° 25' 11" for a distance of 95.67 feet to a found 5/8" rebar, with a plastic cap stamped LS 5139 and the true point of beginning; thence continuing along said curve, through an angle of 09° 30' 53" for a distance of 79.71 feet; thence leaving said Northeastery right of way line of Rockview Place, North 59° 00' 28" East, 252.92 feet, to a found 5/8" rebar, with a plastic cap stamped LS 5139, on the Southwesterly right of way line of State Highway 227; thence along said Southwesterly right of way line, along a curve with a radial bearing of North 63° 07' 13" East, concave to the right, with a radius of 4945.00 feet, through an angle of 00° 41' 51" for a distance of 60.20 feet; thence leaving said Southwesterly right of way line of State Highway 227, South 59° 00' 28" West, 195.90 feet to said 5/8" rebar with plastic cap, stamped LS 5139 on the Northeastery right of way line of Rockview Place and the true point of beginning.

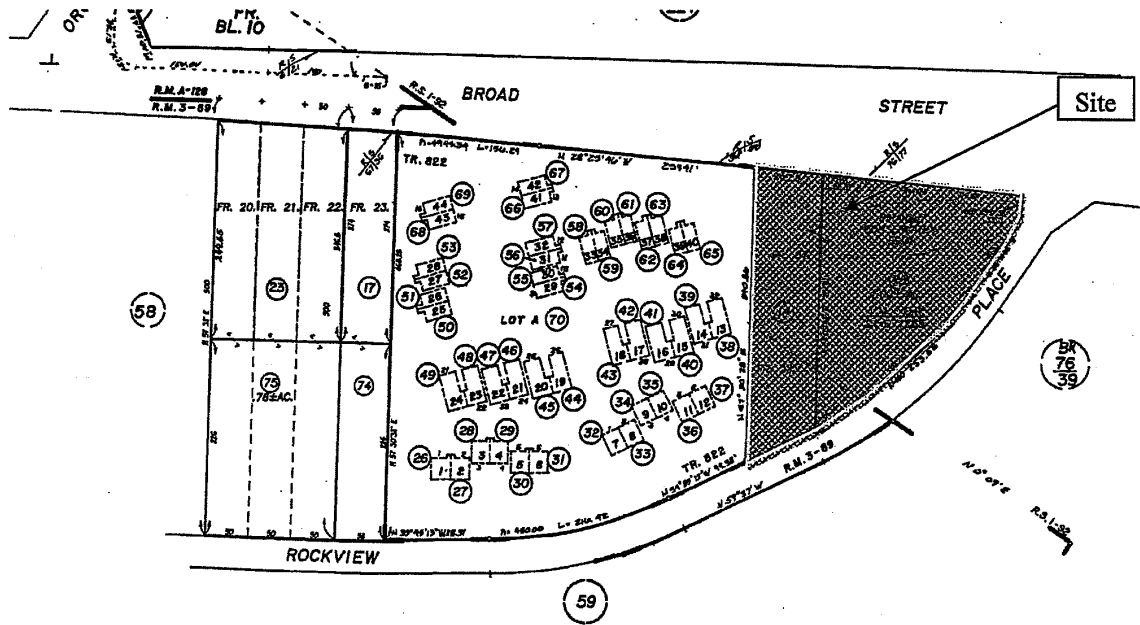
Beginning at a found 1" iron pipe with a State of California Department of Transportation cap on the most Easterly corner of said parcel, at the intersection of State Highway 227 and Rockview Place, and the true point of beginning; thence along the Northeastery right of way line of said Rockview Place, South 65° 05' 45" West, 33.71 feet; thence North 88° 15' 52" West, 91.33 feet; thence along a curve, concave to the right, with a radius of 480.00 feet, through an angle of 11° 25' 11" for a distance of 95.67 feet, to a found 5/8" rebar, with a plastic cap stamped LS 5139; thence leaving said Northeastery right of way line of Rockview Place, North 59° 00' 28" East, 195.90 feet, to a found 5/8" rebar, with a plastic cap stamped LS 5139, on the Southwesterly right of way line of State Highway 227; thence along said Southwesterly right of way line, along a curve with a radial bearing of North 63° 49' 04" East, concave to the right, with a radius of 4945.00 feet, through an angle of 01° 18' 25" for a distance of 112.80 feet, to said found 1" iron pipe with a State of California Department of Transportation cap and the true point of beginning.

Beginning at a found 1" iron pipe with a State of California Department of Transportation cap at the intersection of State Highway 227 and Rockview Place; thence along the Northeastery right of way line of said

Rockview Place, South 65° 05' 45" West, 33.71 feet; thence North 88° 15' 52" West, 91.33 feet; thence along a curve concave to the right, with a radius of 480.00 feet, through an angle of 20° 56' 04" for a distance of 175.38 feet to a found 5/8" rebar, with a plastic cap stamped LS 5139 and the true point of beginning; thence continuing along said curve, through an angle of 08° 25' 45" for a distance of 70.90 feet; thence leaving said Northeastery right of way line of Rockview Place, north 59° 00' 28" East, 294.81 feet, to a found 5/8" rebar, with a plastic cap stamped LS 5139 on the Southwesterly right of way line of State Highway 227; thence along said Southwesterly right of way line, South 26° 57' 00" East, 57.05 feet; thence along a curve with a radius bearing North 63° 05' 05", concave to the right, with a radius of 4945.00 feet, through an angle of 00° 41' 51" for a distance of 3.09 feet; thence leaving said Southwesterly right of way line of State Highway 227, South 59° 00' 28" West, 252.92 feet to said 5/8" rebar with plastic cap, stamped LS 5139 on the Northeastery right of way line of Rockview Place and the true point of beginning.

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EXHIBIT B
MAP



REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Director of Planning and Building
County of San Luis Obispo
County Government Center, Room 300
San Luis Obispo, CA 93408

APN 004-601-014 and 073

CONSENT OF LIENHOLDER

The undersigned ("Lienholder"), beneficiary under that certain Deed of Trust dated DECEMBER 18, 2013, recorded DECEMBER 24, 2013 as Instrument No. 2013069685 of the Official Records in the Office of the County Recorder of the County of San Luis Obispo, State of California, hereby consents to the Grant of Avigation Easement executed by Quaglino Properties, LLC, a California Limited Liability Company, recorded concurrently herewith, and joins in the execution hereof solely as Lienholder and hereby agrees that in the event of a foreclosure of said deed of trust or other sale of said property described in said deed of trust under judicial or non-judicial proceedings, the same shall be sold subject to said Grant of Avigation Easement.

SIGNED AND EXECUTED this 2nd day of JANUARY, 20 14.

LIENHOLDER: MISSION COMMUNITY BANK

By: [Signature]

Name William F. Fingpin

Title V.P. / MARKET PRESIDENT

[NOTE: This Consent of Lienholder will be recorded. All signatures to this agreement must be acknowledged by a notary.]

Quaglino Consent of Lienholder form 1.doc

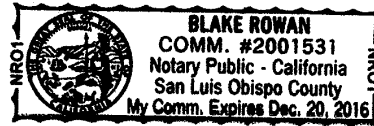
State of California)

County of San Luis Obispo)**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**On January 2nd 2014 before me, Blake Rowan, Notary Public,
(here insert name and title of the officer)personally appeared William F. Filippin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant of Avigation Easement

containing 6 pages, and dated 1/2/14

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s)

Market President/EVP
 Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing: Mission Community Bank
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐